

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1   53</b>	
2. AMENDMENT/MODIFICATION NO. <b>0005</b>		3. EFFECTIVE DATE <b>04-Mar-2003</b>		4. REQUISITION/PURCHASE REQ. NO. <b>W16ROE-2305-8726</b>		5. PROJECT NO.(If applicable)	
6. ISSUED BY USA ENGINEER DISTRICT, NEW YORK ATTN: CENAN-CT ROOM 1843 26 FEDERAL PLAZA (DACA51) NEW YORK NY 10278-0090		CODE <b>DACA51</b>		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. <b>DACA51-03-B-0003</b>	
				X		9B. DATED (SEE ITEM 11) <b>10-Jan-2003</b>	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this Amendment is as follows: 1. Invitation for Bid No. DACA51-03-B-0003, FY03 C17 Add/Alt. to Nose Dock (Bldg 3211), McGuire Air Force Base has been cancelled and converted to a negotiated procurement under solicitation DACA51-03-B-0003. Basis of Award shall be Price and Past Performance. 2. Wage Determination No: NJ020002 applies and shall become a part of any contract award. 3. Revisions to Technical Specifications are included. 4. Incorporate Negotiation Clauses (See Continuation Page) 5. Provide revised pricing schedule. 6. Proposals are due 14 March 2003 12:00 Noon. Bidders must acknowledge receipt of this amendment by the date specified in the solicitation (or as amendment) by one of the following methods: By signing Block 15 below, by separate letter, or by telegram. FAILURE TO ACKNOWLEDGE AMENDMENTS BY THE DATE AND TIME SPECIFIED MAY RESULT IN REJECTION OF YOUR BID IN ACCORDANCE WITH THE LATE BID, LATE MODIFICATION OF BIDS, OR LATE WITHDRAWAL OF BIDS (FAR 14.304).  Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  <b>04-Mar-2003</b>	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**Note New Requirement:** Bonds, Powers of Attorney, statements of authenticity and continuing validity, and all related documents **MUST NOT** bear computer printer-generated signatures and/or seals. Documents bearing signatures and/or seals generated as part of a document, as opposed to being affixed to the document after its generation, will not be accepted. Submission of such documents may render the bid or offer non-responsive and ineligible for award. Please review all bonds and accompanying documents required to be submitted.

**SUMMARY OF CHANGES****CLIN 0001**

The CLIN extended description has changed from All work for the C-17 Add/Alter Nose Dock (Building 3211) as described in the plans and specifications, including all plant and labor, complete and excluding Items Nos. 2, 3 and 4 below. to All work for the C-17 Add/Alter Nose Dock (Building 3211) as described in the plans and specifications, including all plant and labor, complete and excluding Base Bid Items Nos. 0002, 0003 and 0004 below..

**CLIN 0002**

The CLIN extended description has changed from All work for the removal of existing AFFF fire protection system piping and equipment and install new high-density foam fire protection system. to All work for the removal of existing AFFF fire protection system piping and equipment and install new high-expansion foam fire protection system. Work under this bid item shall consist of all work associated with the removal of the existing fire protection systems, including underwing nozzles, overhead wet pipe sprinkler systems in the aircraft servicing bay and support areas, removal of all fire protection equipment from Room 119, Mechanical, as indicated on drawings, Sheets FD101, FD102, FP302 and FP601 as well as the installation of new fire protection system work as required in general under Specification Section 19366 - Wet Pipe Water Sprinkler with High Expansion Foam (HEF), Fire Protection System and Drawings, Sheets FP101, FP102, FP103, FP301, FP302, FP401, FP501 and FP601..

**CLIN 0003**

The CLIN extended description has changed from Site work, all work outside the five-foot line of the building perimeter. to Site work, all work outside the building perimeter. Work under this bid item shall consist of all work associated with the removal of all site pavements and associated subgrades up to the existing building face, including aircraft load rated pavements, asphalt drives, sidewalks, etc., as well as demolition of existing exterior building addition located at the northwest corner of the hangar and utility components indicated on drawings, Sheet CD101. In addition, this bid item shall include all labor and material and related costs for new sitework as indicated on drawings, Sheets CS101, CS102 and CS103 and Division 2 specification sections, except Section 02495..

**CLIN 0005**

The CLIN description has changed from OPTIONAL BID ITEM 0001 to OPTIONAL BID ITEM 0001 DELETED.

The CLIN extended description Additional work for construction of a wood shadow-box type construction fence in lieu of a chain-link construction fence, and to paint the dumpsters, trash containers and temporary sanitation facilities, and contractor trailers, offices and storage buildings, the standard Base colors. has been deleted.

**CLIN 0006**

The CLIN extended description has changed from Additional work for a new 2-rail bridge crane, all as shown on the drawings. to Additional work for a new 2-rail bridge crane, all as shown on the drawings, including associated electrical service..

**CLIN 0007**

The CLIN description has changed from OPTIONAL BID ITEM 0003 to OPTIONAL BID ITEM 0003 DELETED.

The CLIN extended description Additional work for the construction of new rooms at the north and south walls of the Hangar Bay, including structure, walls, doors and hardware, acoustical ceilings, paint, lights, power, data/communications, and HVAC, all as shown on the drawings. has been deleted.

**SECTION 00010**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASE BID ITEM FFP All work for the C-17 Add/Alter Nose Dock (Building 3211) as described in the plans and specifications, including all plant and labor, complete and excluding Base Bid Items Nos. 0002, 0003 and 0004 below. PURCHASE REQUEST NUMBER: W16ROE-2305-8726	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lump Sum		

## BASE BID ITEM

## FFP

All work for the removal of existing AFFF fire protection system piping and equipment and install new high-expansion foam fire protection system. Work under this bid item shall consist of all work associated with the removal of the existing fire protection systems, including underwing nozzles, overhead wet pipe sprinkler systems in the aircraft servicing bay and support areas, removal of all fire protection equipment from Room 119, Mechanical, as indicated on drawings, Sheets FD101, FD102, FP302 and FP601 as well as the installation of new fire protection system work as required in general under Specification Section 19366 - Wet Pipe Water Sprinkler with High Expansion Foam (HEF), Fire Protection System and Drawings, Sheets FP101, FP102, FP103, FP301, FP302, FP401, FP501 and FP601.

PURCHASE REQUEST NUMBER: W16ROE-2305-8726

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lump Sum		

## BASE BID ITEM

## FFP

Site work, all work outside the building perimeter. Work under this bid item shall consist of all work associated with the removal of all site pavements and associated subgrades up to the existing building face, including aircraft load rated pavements, asphalt drives, sidewalks, etc., as well as demolition of existing exterior building addition located at the northwest corner of the hangar and utility components indicated on drawings, Sheet CD101. In addition, this bid item shall include all labor and material and related costs for new sitework as indicated on drawings, Sheets CS101, CS102 and CS103 and Division 2 specification sections, except Section 02495.

PURCHASE REQUEST NUMBER: W16ROE-2305-8726

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	BASE BID ITEM FFP All work for the Final Record Drawing Submission (See paragraph 10 of Section 00800). PURCHASE REQUEST NUMBER: W16ROE-2305-8726	1	Lump Sum		

NET AMT

TOTAL BASE BID LINE ITEMS 0001 THRU 0004 \$ \_\_\_\_\_

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	OPTIONAL BID ITEM 0001 DELETED FFP PURCHASE REQUEST NUMBER: W16ROE-2305-8726	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	OPTIONAL BID ITEM 0002 FFP Additional work for a new 2-rail bridge crane, all as shown on the drawings, including associated electrical service. PURCHASE REQUEST NUMBER: W16ROE-2305-8726	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	OPTIONAL BID ITEM 0003 DELETED FFP PURCHASE REQUEST NUMBER: W16ROE-2305-8726	1	Lump Sum		

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NET AMT

CLIN 0008 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	OPTIONAL BID ITEM 0004 (DEDUCT) FFP Delete the requirements of a separate individual identified as the CQC System Manager (Reference Section 01451, Paragraph 3.4.2) reporting to the Project Superintendent. Provide a Project Superintendent meeting the qualification of the CQC System Manager in addition to those of the Project Superintendent capable of performing the combined roles of Project Superintendent and CQC System Manager.	1	Lump Sum		

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NET AMT

FOB: Destination

CLIN 0009 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		1	Lump Sum		
OPTION	OPTIONAL BID ITEM 0005 (DEDUCT) FFP Abandon in place six (6) existing exterior heater units with associated pads. Note: 2 of 8 heaters must be removed due to other required work and demolition of these two units is part of the Base Bid. Do not infill wall openings into the existing building. This work is shown on Sheets CD101, AD101 and Sheets AE101, AE102, AE201 and AE202 identified by Keyed Notes 2166. Removal of HTWS&R piping and controls as shown on Sheet MD101 and MD102 is part of the Base Bid.				

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NET AMT

FOB: Destination

CLIN 0010 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		1	Lump Sum		
OPTION	OPTIONAL BID ITEM 0006 (DEDUCT) FFP Delete finished interior painting of new structural steel, girts, joists and metal decking, as identified on Sheet AF601, Room Finish Schedule Note 4. This material will receive the specified (Reference Section 09900) prime coat only. All touch-up of the prime coat and existing coatings on the existing structure that is modified by this project will be provided.				

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NET AMT

FOB: Destination

CLIN 0011 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		1	Lump Sum		
OPTION	OPTIONAL BID ITEM 0007 (DEDUCT) FFP Delete the epoxy coating of the new aircraft servicing bay floor slab as referenced on Sheet AF601, Room Finish Schedule Note 1 and Specification Section 09900.				

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NET AMT

FOB: Destination

CLIN 0012 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		1	Lump Sum		
OPTION	OPTIONAL BID ITEM 0008 (DEDUCT) FFP Delete the requirement to provide and install three (3) 500-pound capacity electric powered hoists which were added by Amendment 2 and located on amended Sheet SF102. The hoists are covered by Specification Section 14622N. Final electrical hook-up is part of this option. Electrical rough-in for these hoists shall be provided as part of the Base Bid.				

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NET AMT

FOB: Destination

CLIN 0013 is added as follows:



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		1	Lump Sum		
OPTION	OPTIONAL BID ITEM 0009 (DEDUCT)				

FFP

Delete all catwalks accessing the overhead equipment platforms including the associated ladders. Equipment platforms shall remain as a part of the project. The ladders and access catwalks for the vertical lift fabric doors are not included in this deduct option. The deleted catwalks are shown on Sheets SF101, SF105, SF503, AE301, AE302 and AE403. Deduct option includes work associated with providing safety chains per OSHA Standards as well as finishing openings to equipment platforms.

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NET AMT

FOB: Destination

CLIN 0014 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014		1	Lump Sum		
OPTION	OPTIONAL BID ITEM 0010 (DEDUCT)				

FFP

Delete the reinstallation of the bridge crane and rails at the aircraft tail location. Turn over to the Government the existing bridge crane and rails at removal. This bridge crane is shown on Sheets SF101, SF204, AD101, Keyed Note 0004, AE103, AE104, AE301 and AE302, all with Keyed Note 1008. This bridge is covered by Specification Section 14603A, Paragraph 1.5.b.

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NET AMT

FOB: Destination

CLIN 0015 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015		1	Lump Sum		
OPTION	OPTIONAL BID ITEM 0011 (DEDUCT) FFP Delete all work associated with the rework of the bridge crane at the aircraft nose. Leave this existing bridge crane in place without modification. This bridge crane is referenced on Sheets AD101, Keyed Note 0010, and AE302, Amendment #2, Keyed Note 1024 and Specification Section 14630A, Paragraph 1.5.c.				

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NET AMT

FOB: Destination

CLIN 0016 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016		1	Lump Sum		
OPTION	OPTIONAL BID ITEM 0012 (DEDUCT) FFP Delete all work associated with providing and installation of the lightning protection system as shown on Sheets EG101, EG501 and Specification Section 13100N.				

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NET AMT

FOB: Destination

CLIN 0017 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017		1	Lump Sum		
OPTION	OPTIONAL BID ITEM 0013 (DEDUCT) FFP Delete all work associated with providing and installation of the six (6) ramp lighting Type "E" fixtures and associated photocell control system. This ramp lighting is shown on Sheets EL101, EL102 and EL501.				

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NET AMT

FOB: Destination

CLIN 0018 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	OPTIONAL BID ITEM 0014 FFP In lieu of 30 June 2004 completion date specified in section 00800, paragraph 1.a (iii), Amendment 5, complete the entire work ready for use no later than 30 May 2004.				

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NET AMT

**TOTAL LINE ITEMS NOS. 0005 THRU 0018 \$**\_\_\_\_\_

**TOTAL LINE ITEMS NOS. 0001 THRU 0018 \$**\_\_\_\_\_

**NOTES:**

1. The low bidder for purposes of award will be the conforming responsible bidder offering the lowest amount for the Base Bid plus all Optional Bid Items.
2. The minimum construction award will be the amount bid for the Base Bid Items.
3. Bidders are required to bid on the Base Bid and all Optional Bid Items or their bids will be rejected.
4. Bidders are reminded that they must bid on the issued plans and specifications as amended. Any deviations, conditions or attachments made by the bidder himself thereto may render the bid non-responsive and be cause for its rejection.
5. Optional Bid Items Nos. 1 and 3 are not used.
6. Optional Bid Item No 2: At any time prior to 180 calendar days after award of the contract, the Government at its option, may direct the Contractor, by written order to perform the work and/or services provided under Optional Bid Item No. 2.
7. Optional Bid Items Nos. 4 thru 13: At any time prior to 30 calendar days after award of the contract, the Government at its option, may direct the Contractor, by written order, to delete the work and/or services provided under any or all of Optional Bid Items Nos. 4 thru 13.
8. Optional Bid Item No 14: At any time prior to 15 calendar days after award of the contract, the Government at its option, may direct the Contractor, by written order to perform the work and/or services provided under Optional Bid Item No. 14.
9. Award of any or all of the Optional Bid items will not extend the contract duration indicated in Paragraph 1 of Section 00800 or elsewhere in the contract documents.
10. Line Item Number 0004 is a pre-priced, firm fixed line item and price shown may not be changed.
11. The Offers are advised that in addition to completing and submitting Pricing Schedule, they are required to submit Cost Analysis Form which accompanies

**Cost Analysis Form**

ADAL Nose Dock (Bldg  
3211), McGuire AFB, NJ

Offerors Name:

<b>Work Breakdown Structure</b> ( <i>Base Bid Only – Do not include optional bid items</i> )	<b>Cost</b>	<b>Clarifying Remarks (if required)</b>
Site Demolition	\$	
Site Improvements; paving, walks & utilities work	\$	
Building Demolition (exclusive of AFFF demolition)	\$	
Substructure - Foundation work	\$	
Superstructure - Structural steel	\$	
Exterior Closure (siding, doors, etc.)	\$	
Main Hangar Door	\$	
Roofing	\$	
Interior Construction	\$	
Interior Finishes	\$	
Conveying Systems (Crane work)	\$	
Plumbing	\$	
HVAC	\$	
HDF Fire Protection system (inclusive of AFFF demolition)	\$	
Electrical (Power & Lighting)	\$	
Communications	\$	
Lightening Protection	\$	
<b>General Condition</b> includes Division 01000 and Section 00800 requirements, including bond, OH, and other markups	\$	
<b>TOTAL (This cost represents the total Base bid)</b>	<b>\$</b>	

Note: All line items shall include materials, labor & general contractors markup, if applicable

Percentage dollar value of total project subcontracted

%

## SECTION 00100 - BIDDING SCHEDULE/INSTRUCTIONS TO BIDDERS

The following have been added by full text:

**SUBMISSION AND REQUIREMENT**

**RFP SUBMISSION REQUIREMENTS AND INSTRUCTIONS/PROPOSAL EVALUATION AND**

**CONTRACT AWARD**

- A. **Description.** Modifications to existing nose dock, Building 3211 to accommodate the C17 aircraft. The project work includes extending and enlarging the hangar (approximately 5,000 SF), performing necessary structural modifications of the hangar to provide adequate clearances for the C17 aircraft, and replacement of the hangar doors. Other requirements include partial demolition and removal of the existing nose dock, interior alterations, repair to hangar floors, installation of a new high-density foam fire suppression and alarm system, electrical/mechanical/lighting/fire detection system upgrades and related site work and paving.
- B. **Acquisition Strategy.** The source selection process has been selected in order to ensure selection of the source evidencing the **lowest priced technically acceptable offer**. Offerors will be required to demonstrate, as a minimum, satisfactory Past Performances for past clients. OFFERORS ARE ADVISED THAT AN AWARD MAY BE MADE **WITHOUT** DISCUSSIONS OR ANY CONTACT CONCERNING THE PROPOSALS RECEIVED. Offerors should not assume they would be contacted or afforded the opportunity to qualify, discuss or revise their proposal. However, the Government may contact offerors for the purpose of clarifying aspects of the proposal. The Government also reserves the right to enter into discussions if deemed necessary, and if discussions are conducted the offerors will be afforded the opportunity to revise their proposal.
- C. **Basis of Evaluation.** This document sets forth the selection criteria and standards of acceptability and desirability in regard to the evaluation factor. The evaluation factor will be color coded in accordance with the score sheet prepared for this selection. The document further establishes an evaluation process to assist the Source Selection Board/Authority.
- D. **Evaluation Criteria.** Proposals will be evaluated based on a factor of Past Performance. Offeror's are required to provide the attached Past Performance sheets (Form A) to their previous Clients for their Client's input on their firm's Past Performance. Offerors shall submit Past Performance questionnaires on at least 3 but not more than 5 projects on recent (project constructed within the past 7 years), relevant projects, which were similar in magnitude and scope. Projects similar in scope refers to past experience in constructing reinforced concrete foundations, erecting heavy structural steel enclosures and constructing general building systems including fire protection systems. Magnitude refers to projects over \$4 million.

Your past Clients **must** be instructed to fax or send their completed questionnaire directly to the Corps of Engineers, Contract Specialist no later than noon-time on 13 March 2003. Additionally, for the Source Selection Board's tracking purposes, each Offeror shall provide, with their price offer but labeled separately "**Past Performance Information**", the same Forms sent to past Clients with **only** the **past Project Name and Location** filled out as well as the Past Client's Name, Title and Phone Number.

The Government believes that an Offeror's Past Performance and the degree to which an Offeror satisfied their customer in the past is a good predictor of future performance. The Government will evaluate the quality and relevance of each Offeror's submitted Past Performance on projects within the last seven years, which were similar in scope and magnitude to this project. Relevant projects are those that are comparable in scope and magnitude to this project.

Offerors are encouraged to provide the following information in addition to the requirements listed in the **Past Performance** sheet: (1) Copies of any interim or final performance ratings;(2) Copies of letters of commendation from the Client/Agency of the projects submitted; and (3) Copies of letters relating to contract compliance or non-compliance from the Client/Agency of the projects submitted.

The Government reserves the right to verify the past performance record of cited projects or other recent projects by reviewing the Corps of Engineers Construction Contractor Appraisal Support System (CCASS) or to interview clients/owners or references. The Government may check any or all cited references to verify supplied information and/or to assess owner satisfaction (Past Performance). Owners/references may be asked to comment on items such as quality of construction; timeliness, management of the work; subcontractor management; including timely payment to subs and suppliers; safety; relations between owner and contractor; level of support for such things as as-built documentation, O&M manuals; training; correcting construction errors; warranty work; etc.

**E. Rating Guidelines.** The Source Selection Evaluation Board will color score applicable evaluation factors utilizing the banding method that follows: The following ratings will be used in evaluation of the Past Performance information.

- a. Green - Acceptable. The past performance satisfies the standards. Past Performance questionnaires in relevant projects, with similar scope and magnitude were received. All ratings were satisfactory or better.
- b. Yellow- Marginal/Neutral. Reasons for a Yellow rating may be as follows:
  - (1) a minimum requirement of 3 projects was not submitted;
  - (2) an overall rating may be satisfactory, however, past Client may have a negative comment;
  - (3) project relevancy may be questionable;
  - (4) less than 3 Past Performance questionnaires were received.
- c. Red - Unacceptable. Fails to meet stated criteria.
  - (1) questionnaires indicate poor performance or negative comments;
  - (2) projects referred to are not relevant.

Note: Offeror(s) receiving a “Red” score will be determined “Unacceptable” and not considered for award.

Note: If an Offeror(s) is not submitting Past Performance questionnaires, the Offeror(s) is required to submit a statement stating that the firm has no past performance on similar relevant projects.

**F. Selection Criteria** – The evaluation process essentially consists of two parts: proposal compliance review and price evaluation. The decision shall be made on the basis of an assessment of the evaluation results as a whole, in accordance with the RFP requirements. Scores shall be established as the result of a consensus of the evaluators after duly considering and documenting any minority opinion.

**G. Award of Contract** The Government will award a firm fixed-price contract to the, responsible, responsive offeror whose proposal represents the lowest price offer and who has not received an “Unacceptable” (Red) rating.

**PAST PERFORMANCE QUESTIONNAIRE**

**THIS QUESTIONNAIRE IS FOR SOLICITATION NO. DACA51-03-B-0003**

**PROJECT: FY03 ADD/ALTER NOSE DOCK, BLDG. 3211,**  
**McGUIRE AIR FORCE BASE, NEW JERSEY**

The U.S. Army Corps of Engineers, New York District, is interested in your assessment of the named company's "Past Performance." **Past Performance** refers to the company's record of conforming to contract requirements and to standards of good workmanship; the company's record of forecasting and controlling costs; the company's adherence to contract schedules including the administrative aspects of performance; the company's history of reasonable and cooperative behavior and commitment to customer satisfaction; and the company's general business-like concern for the interest of the customer. These questions relate to the work performed by:

1. \_\_\_\_\_  
(Name of Offeror)

2. \_\_\_\_\_  
*(Past Project Name & Location)*

3. **Contract Amount:** \_\_\_\_\_  
**Contract Completion Date:** \_\_\_\_\_

**Percent of Completion** (if project is currently under construction) \_\_\_\_\_

4. **Client Name/Title** \_\_\_\_\_  
**Telephone** \_\_\_\_\_  
**Fax** \_\_\_\_\_  
**E-Mail Address** \_\_\_\_\_  
**Date** \_\_\_\_\_

5. **(Brief Description of Project)** (Include, as applicable, how project is similar in scope and magnitude to the work required in this RFP- **Offeror may input into this line item**)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. List and explain any customer concerns or dissatisfaction. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



7. How would you rate the performance of this Contractor on your project?

a. Conformance to contract requirements and standards of good workmanship.

**Excellent      Good              Satisfactory              Fair      Unsatisfactory**

b. Adherence to contract schedules.

Excellent      Good      Satisfactory      Fair      Unsatisfactory

c. Reasonable and cooperative behavior and commitment to customer satisfaction.

Excellent      Good      Satisfactory      Fair      Unsatisfactory

d. Conformance to contract safety requirements.

Excellent      Good      Satisfactory      Fair      Unsatisfactory

e. Contractor's price, in terms of initial price and control of changes or claims.

Excellent      Good      Satisfactory      Fair      Unsatisfactory

***"QUESTIONNAIRES MUST BE RECEIVED BY 14 MARCH 2003, 12:00 NOON"***

**Return to: U.S. Army Corps Of Engineers,  
New York District  
Contracting Division, Attn: Ms. Renee George**

Jacob K. Javits Federal Building

26 Federal Plaza  
New York, N.Y. 10278-0090

**Ph: (212) 264-0154**

**FAX: (212) 264-3013**

## SECTION 00700 - CONTRACT CLAUSES

The following have been added by full text:

## 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on

the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

#### 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement, incentive, time -and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

#### 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

(a) The Schedule (excluding the specifications).

(b) Representations and other instructions.

(c) Contract clauses.

(d) Other documents, exhibits, and attachments.

(e) The specifications.

(End of clause)

#### 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because--

(1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(c)(1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.



(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

#### 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale,

original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

## SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

### SPECIFICATIONS

### **AMENDMENT 0005 TO DRAWINGS AND SPECIFICATIONS FOR FY 03 C-17 ADD/ALTER NOSE DOCK (Bldg 3211), McGuire AFB, New Jersey – DACA51-03- B-0003**

### **TO OFFERORS**

### **SPECIFICATIONS**

1) The following SPECIFICATIONS have been **REVISED** as indicated below.

#### **Section 00800, Special Contract Requirements**

Paragraph 1. **DELETE** Paragraph 1.a. (iii) of Section 00800 (COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK) in its entirety and **REPLACE** it with the following:

“(iii) complete the entire work ready for use not later than 30 June 2004, except as specified in various landscaping sections. These landscaping or planting actions will not operate to extend the performance

time for the balance of the work. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful Offeror will provide the required performance and payment bonds and insurance within five (5) calendar days after receipt of the award document and subsequent receipt of the notice to proceed by 7 April 2003. Both the notification of award and NTP will be sent via FAX and immediate overnight mailing. For commencement, prosecution and completion of the contract, the FAX copies of such documents take precedence over the over night copies. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and provide the required performance and payment bonds within the time specified in the offer." Contractor's failure to provide correct performance & payment bonds and insurance and subsequent return to it for such corrections will not be considered excusable delays in meeting the 7 Apr 2003 NTP date and performance period."

### **SECTION 01330 SUBMITTAL PROCEDURES**

Section 01330, Part 3, Execution, paragraph 3.3 entitled SCHEDULING: **DELETE** "30 calendar days" where it appears in the third sentence of this paragraph and **REPLACE** it with "15 calendar days" and **ADD** the following to the end of this paragraph: "An additional 20 calendar days shall be allowed and shown on the register for review and approval of submittals for Structural Steel and Miscellaneous Metals and Fire Protection and Fire Detection and Alarm Systems."

### **SECTION 15212N HIGH AND MEDIUM PRESSURE COMPRESSED AIR PIPING**

ALL COMPRESSED AIR PIPING FOR THIS PROJECT SHALL BE DESIGNED FOR MEDIUM PRESSURE. DISREGARD ALL SPECIFIC REFERENCES TO HIGH PRESSURE PIPING IN THIS SECTION.

### **BIDDER'S QUESTIONS AND GOVERNMENT REPLY**

(Questions that may be of general interest of all bidders/Government and that are not readily answered by the proceeding changes will appear below. These questions may have been paraphrased or altered to represent several questions regarding the same subject and/or clarify and simplify the question(s). Questions and answers are issued to the Offerors/Bidders for information only.)

Question (Q): The Specification Section 15212 calls for high and medium pressure compressed air piping. The Drawings PP101 and PP102 do not designate if it is high or medium pressure air piping. Please let me know if the air piping is high or medium pressure piping."

**Response (R): All compressed air piping for this project shall be designed for medium pressure. Disregard all specific references to high pressure piping from Specification Section 15212.**

### **WAGE RATE**

GENERAL DECISION **NJ020002** 01/31/2003 NJ2

Date: January 31, 2003 sg  
General Decision Number **NJ020002**

Superseded General Decision No. NJ010002

State: New Jersey

Construction Type:

BUILDING

HEAVY

HIGHWAY

County(ies):

ATLANTIC	CUMBERLAND	OCEAN
BURLINGTON	GLOUCESTER	SALEM
CAMDEN	MERCER	
CAPE MAY	MONMOUTH	

Building (excluding single family homes and apartments up to and including 4 stories), Heavy (does not include the counties of BURLINGTON, CAMDEN, GLOUCESTER, AND SALEM ) Highway Construction Projects.

Modification Number	Publication Date
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0	03/01/2002
1	03/08/2002
2	03/15/2002
3	04/19/2002
4	04/26/2002
5	05/03/2002
6	05/10/2002
7	06/07/2002
8	07/05/2002
9	08/09/2002
10	09/06/2002
11	09/13/2002
12	10/04/2002
13	11/01/2002
14	11/08/2002
15	01/03/2003
16	01/31/2003

COUNTY(ies):

ATLANTIC	CUMBERLAND	OCEAN
BURLINGTON	GLOUCESTER	SALEM
CAMDEN	MERCER	
CAPE MAY	MONMOUTH	

ASBE0014C 05/01/2000

Rates Fringes

BURLINGTON (townships of Edgewater Park,Lumberton,Sampton, Shamong,Tabermacle,Westhampton,&Willingboro), CAMDEN, & GLOUCESTER COUNTIES:

ASBESTOS WORKERS/INSULATORS

(includes the application of all insulating materials, protective

coverings, coatings, and finishes  
to all types of mechanical systems.  
Also the application of firestopping  
material, openings and penetrations in  
walls, floors, ceilings, curtain walls  
and all lead abatement). 28.12 13.74

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ASBE0042B 07/15/1999

Rates Fringes

SALEM COUNTY:

ASBESTOS WORKERS 23.99 9.89

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ASBE0085A 06/01/1994

Rates Fringes

ASBESTOS WORKERS/INSULATORS

Includes the application of all  
insulating materials, protective  
coverings, coatings, and finishes  
to all types of mechanical systems

ZONE 1	20.20	6.35
ZONE 2	18.30	6.825

#### ASBESTOS WORKERS ZONE DEFINITIONS

ZONE 1: ATLANTIC, BURLINGTON (Bass River and Washington  
Twps.); CAPE MAY, CUMBERLAND AND OCEAN (Eaglewood,  
Lacy, Little Egg Harbor, Long Beach, Ocean, Stafford,  
Tuckerton, and Union Twps.) COUNTIES.

ZONE 2: MONMOUTH (Remainder of County)

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ASBE0089G 07/01/2002

Rates Fringes

BURLINGTON (includes the townships of Bordentown, Burlington,  
Chesterfield, Easthampton, Florence, Mansfield, Mount Holly, New  
Hanover, North Hanover, Pembereton, Roebling, Springfield,  
Wrightstown, & Woodland); MERCER COUNTY; MONMOUTH (includes the  
townships of Allentown, Blansingburg, Brielle, Englishtown,  
Farmingdale, Freehold, Howell, Manasquan, Millstone, Roosevelt,  
Sea Crit, South Belmar, Spring Lake Heights, Upper Freehold,  
Wall, & West Belmar); & OCEAN (includes the townships of  
Beachwood, Berkeley, Breton Woods, Brick, Cederwood Park, Dover,  
Gillford Park, Island Beach, Island Heights, Jackson, Lakehurst,  
Lakewood, Manchester, New Egypt, Ocean Gate, Pine Beach,  
Plumstead, South Toms River & Toms River) COUNTIES:

ASBESTOS WORKERS/INSULATORS

Includes the application of all  
insulating materials, protective  
coverings, coatings, and finishes

to all types of mechanical systems    29.78            15.97

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BOIL0028C 01/01/2002

	Rates	Fringes
BOILERMAKERS	32.03	44%+4.61

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BRNJ0005A 11/01/2000

	Rates	Fringes
BRICKLAYERS, STONEMASONS, MARBLE MASONS, CEMENT MASONS, (Excludes Building Construction for Mercer County), PLASTERERS, TILE LAYERS, & TERRAZZO WORKERS	27.85	12.70

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CARP0031B 11/01/2002

	Rates	Fringes
MERCER COUNTY (Remainder)		
CARPENTERS & INSULATORS	30.87	13.28
MILLWRIGHTS	30.87	13.28

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CARP0454B 07/01/2001

	Rates	Fringes
DOCK BUILDERS & PILEDRIVERMEN	27.45	16.79+A

FOOTNOTE:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Presidential Election Day, and Thanksgiving Day; provided employee works any of the 3 days in the 5-day work week preceeding the holiday and the first work day after the holiday.

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CARP0623A 11/01/2002

	Rates	Fringes
ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER AND SALEM COUNTIES		

CARPENTERS, INSULATORS, MILLWRIGHTS AND SOFT FLOOR LAYERS	30.87	13.28
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CARP0781A 11/01/2002

	Rates	Fringes
MERCER COUNTY (Beginning from the present Post Office in Lawrenceville to a point Northward through the present "Radio Site" to the junction of Rosedale Road and Read's Mill Road to the junction of Pennington and Mount Rose Road to the Somerset County line, again starting at the present Post Office in		

Lawrenceville and Eastward to the junction of Brunswick Pike and Delaware and Raritan Canal Bridge taking the center of the Road to CLarksville then South on Providence Line Road to the Pennsylvania Railroad then East on Dutch Neck North to Grover's Mills to the Middlesex County Line)

CARPENTERS	30.87	13.28
MILLWRIGHTS	30.87	13.28

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CARP0999B 12/03/1994

	Rates	Fringes
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CAMDEN, GLOUCESTER AND SALEM COUNTIES

TERRAZZO FINISHERS	12.93	5.05
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CARP0999C 12/03/1994

	Rates	Fringes
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ATLANTIC AND MONMOUTH COUNTIES:

TILE FINISHERS	8.45	13%
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CARP0999D 12/03/1994

	Rates	Fringes
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CAMDEN, GLOUCESTER AND SALEM COUNTIES

TILE FINISHERS	12.72	5.05
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CARP0999E 12/03/1994

	Rates	Fringes
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CAMDEN, GLOUCESTER AND SALEM COUNTIES

MARBLE FINISHERS	12.95	5.05
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CARP1456G 05/01/2001

	Rates	Fringes
DIVERS	37.13	23.56
DIVER TENDERS	27.67	23.56

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CARP1456H 05/01/2001

	Rates	Fringes
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MERCER AND MONMOUTH COUNTIES

DOCK BUILDERS & PILED RIVERMEN	30.39	23.56
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CARP2018A 11/01/2002

	Rates	Fringes
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OCEAN COUNTY

CARPENTERS	30.87	13.28
MILLWRIGHTS	30.87	13.28

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CARP2212B 11/01/2002

	Rates	Fringes
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BURLINGTON, MERCER, MONMOUTH AND OCEAN COUNTIES

SOFT FLOOR LAYERS	30.87	13.28
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CARP2250A 11/01/2002

	Rates	Fringes
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MONMOUTH COUNTY

CARPENTERS	30.87	13.28
MILLWRIGHTS	30.87	13.28

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ELEC0269D 10/01/2002

	Rates	Fringes
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BURLINGTON (Area North of a line following the West and South limits of Burlington Borough from the Delaware River in a Southeasterly direction to the Burlington - Mt Holly Road, South-Southeast along this Road to and including the Town of Mount Holly, East along the Pennsylvania Railroad to and including New Lisbon and continuing along the Pennsylvania Railroad to Ocean County Line), AND MERCER COUNTIES

LINE CONSTRUCTION (EXCEPT RAILROAD WORK):

Linemen, Cable Splicers, Equipment Operators and Technicians	36.03	47%
Truck Drivers, Groundmen and Winch Operators	28.82	47%

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ELEC0269E 10/01/2002

	Rates	Fringes
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BURLINGTON COUNTY (Area North of a line following the West and

South limits of Burlington Borough from the Delaware River in a Southeasterly direction to the Burlington - Mount Holly Road, South-Southeast along this road to and including the Town of Mount Holly, East along the Pennsylvania Railroad to and including New Lisbon and continuing along the Pennsylvania Railroad to the Ocean County Line) AND MERCER COUNTIES

ELECTRICIANS & CABLE SPLICERS	36.03	47.3%+.25
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ELEC0351A 10/01/2001

	Rates	Fringes
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ATLANTIC; BURLINGTON (Edgewater park, Delanco, Delran, Cinnaminson, Moorestown, Mount Laurel, Wilingsboro, Hainesport, Lumberton, Medford, Evesham Townships; and the portion of Shamong,



Tabernacle, and Woodland Townships North of the Central Railroad of New Jersey Line; and the portion of Burlington, Westhampton, Easthampton, South Hampton and Pemberton Townships South of a line starting at the Delaware River and following the Southern boundary of Burlington Borough to the Burlington - Mount Holly Road, along this road to Mount Holly around but excluding Mount Holly to the Pennsylvania Railroad along the Pennsylvania Line through, but excluding, Pemberton, through but excluding New Lisbon to the Ocean County line and that portion south of the Central Railroad of New Jersey line running through Chatsworth); CAMDEN; CAPE MAY; CUMBERLAND; GLOUCESTER; and SALEM COUNTIES:

ELECTRICIANS & CABLE SPLICERS	32.89	51.05%+.20
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ELEC0351C 10/01/2001

Rates	Fringes
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ATLANTIC; BURLINGTON (Edgewater park, Delanco, Delran, Cinnaminson, Moorestown, Mount Laurel, Wilingsboro, Hainesport, Lumberton, Medford, Evesham Townships; and the portion of Shamong, Tabernacle, and Woodland Townships North of the Central Railroad of New Jersey Line; and the portion of Burlington, Westhampton, Easthampton, South Hampton and Pemberton Townships South of a line starting at the Delaware River and following the Southern boundary of Burlington Borough to the Burlington - Mount Holly Road, along this road to Mount Holly around but excluding Mount Holly to the Pennsylvania Railroad along the Pennsylvania Line through, but excluding, Pemberton, through but excluding New Lisbon to the Ocean County line and that portion south of the Central Railroad of New Jersey line running through Chatsworth); CAMDEN; CAPE MAY; CUMBERLAND; GLOUCESTER; and SALEM COUNTIES:

LINEMAN, HEAVY EQUIPMENT OPERATOR, &		
CABLE SPLICERS	32.89	52.05%
GROUNDMAN	27.95	52.05%

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ELEC0400A 06/03/2002

Rates	Fringes
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MONMOUTH AND OCEAN COUNTIES

ELECTRICIANS & CABLE SPLICERS	36.01	40.75%
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ELEC0400B 06/02/1997

Rates	Fringes
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MONMOUTH AND OCEAN COUNTIES

LINE CONSTRUCTION (Excluding Railroad construction):

Lineman, Equipment Operator,		
and Cable Splicer	28.96	18.75%+5.83
Groundman	27.01	18.75%+5.83

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ELEC0999A 12/03/1994

Rates                      Fringes

BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER, MONMOUTH,  
OCEAN AND SALEM COUNTIES:

LINE CONSTRUCTION (RAILROAD ONLY):

Linemen	16.96	25%
Line Equipment Operator	16.20	25%
Groundman Winch Operator	13.07	25%
Groundman	11.06	25%
Dynamite Man	14.20	25%
Street Light Mechanic	12.97	25%
Line Equipment Mechanic	12.90	25%

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ELEV0005C 06/19/2000

	Rates	Fringes
ELEVATOR MECHANICS	33.395	6.935+A

FOOTNOTE:

- A. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day  
PAID VACATION: Employer contributes 4% of basic hourly rate as vacation pay credit for 5 years or more of service, and 2% for 6 months to 5 years of service.
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ENGI0825B 07/01/2002

	Rates	Fringes
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POWER EQUIPMENT OPERATORS:  
BUILDING CONSTRUCTION PROJECTS; HEAVY;  
HIGHWAY; ROAD; STREET AND SEWER PROJECTS:

GROUP 1	32.87	17.15+A+B
GROUP 2	31.28	17.15+A+B
GROUP 3	29.37	17.15+A+B
GROUP 4	27.74	17.15+A+B
GROUP 5	26.03	17.15+A+B
GROUP 6	34.59	17.15+A+B

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Autograde - Combination Subgrader; base metal spreader and 7 base trimmer (CMI and similar types); autograde placer, trimmer, spreader combination (CMI and similar types); autograde slipform paver (CMI and similar types); backhoe; central power plants (all types); concrete paving machines; cranes (all types, including overhead and straddle traveling type); cranes; gantry; derricks (land or floating); drillmaster, quarrymaster (down the hole drill) rotary drill; self propelled hydraulic drill; self-powered drill; dragline; elevator graders; front end loaders (5 yds. and over); gradalls; grader; raygo; locomotive (large); mucking machines; pavement and concrete breaker, i.e.; superhammer and hoe ram; pile driver; length of boom including length of leads, shall determine premium rate applicable; roadway surface grinder; scooper (loader and shovel); shovels; tree

chopper with boom; trench machines.

GROUP 2: "A" frame; backhoe (combination); boom attachment on loaders (rate based on size of bucket) not applicable to pipehook, boring and drilling machines; brush chopper; shredder and tree shredder; tree shearer; cableways; carryalls; concrete pump; concrete pumping system; pumpcrete and similar types; conveyors, 125 ft. and over; drill doctor including dust collector, maintenance); front end loaders (2 yds. but less than 5 yds.); graders (finisher); groove cutting machine (ride on type); header planer; hoists; (all types hoists, shall also include steam, gas, diesel, electric, air hydraulic, single and double drum, concrete brick shaft caisson, snorkel roof, and/or any other similar type hoisting machines, portable or stationary, except Chicago boom type); hoists (Chicago boom type); hydraulic cranes, 10 tons and under, hydro-axle; jacks screw air hydraulic power operated unit or console type (not hand jack or pile load test type); log skidder; pans; pavers (all concrete; pumpcrete machines; squeezecrete and concrete pumping (regardless of size); scrapers; side booms; straddle carrier; ross and similar types; winch truck (hoisting).

GROUP 3: Asphalt curbing machine; asphalt plant engineer; asphalt spreader; autograder tube finisher and texturing machine (CMI and similar types); autograde curercrete machine (CMI and similar types); autograde curb trimmer and sidewalk; shoulder; slipform (CMI and similar types); bar bending machines (power); batchers; batching plant and crusher on side; belt conveyor systems; boom type skimmer machines, bridge deck finisher; bulldozers (all); car dumpers (railroad); compressor and blower type units (used independently or mounted on dual purposes trucks, on job site or in conjunction with job site in loading and unloading of concrete, cement, fly ash, instancrete, or similar type materials); compressor (2 or 3) (battery); concrete finishing machines; concrete saws and cutters (ride on type); concrete spreaders; hetzel; rexomatic and similar types; concrete vibrators, conveyors; under 125 ft.; crushing machines; ditching machine; small (ditchwitch or similar type); dope pots (mechanical with or without pump); dumpsters elevator; fireman; fork lifts (economobile; lull and similar types of equipment); front end loaders (1 yd. and over but less than 2 yds.). generators (2 OR 3) in battery; giraffe grinders; graders and

motor patrols; gunnite machines (excluding nozzle); hammer vibratory (in conjunction with generator); hoist (roof, tugger, aerial platform hoist and house cars); hoppers; hopper doors (power operated); ladders (motorized); laddervator; locomotive; dinky type; maintenance; utility man; mechanics; mixers (except paving mixers); motor patrols and graders; pavement breakers, small; self-propelled ride on type (also maintaining compressor or hydraulic unit); pavement breaker; truck mounted; pipe bending machine (power); roller; black top; scales; power; seaman pulverizing mixer; shoulder widener; silos; skimmer machines (boom type); steel cutting machine; services and maintaining tractors; tug captain; vibrating plants (used in conjunction with

unloading); welder and repair mechanics, concrete cleaning/decontamination machine operator, directional boring machine, heavy equipment robotics operator/technician, master environmental maintenance technician, ultra high pressure waterjet cutting tool system operator/maintenance technician, vacuum blasting machine operator/maintenance technician.

GROUP 4: Brooms and sweepers, chippers, compressor (single), concrete spreaders (small type), conveyor loaders (not including elevator graders), engines, large diesel (1620 H.P.) and staging pump, farm tractors; fertilizing equipment (operation and maintenance) fine grade machine (small type); form line graders (small type); front loader (under 1 yd.); generator (single); grease, gas, fuel and oil supply trucks; heaters (nelson or other type including propane, natural gas or flow-type units); lights; portable generating light plants; mixers; concrete small; mulching equipment (operation and maintenance) pumps (4 inch suction and over including submersible pumps); pumps (2 or less than 4" suction and over including submersible pumps); pumps (diesel engine and hydraulic) immaterial of power road finishing machines (small type); rollers; grade; fill or stone base; seeding equipment (operation and maintenance of); sprinkler and water pump trucks steam jennies and boilers, stone spreader; tamping machines; vibrating ride-on; temporary heating plant (nelson or other type, including propane, natural gas or flow type units); water and sprinkler trucks; welding machines (gas, diesel, and/or electric converters of Any type, single; two or three in a battery); welding systems, multiple (rectifier transformer type); wellpoint systems.

GROUP 5: Oiler.

GROUP 6: Helicopter Pilot.

#### FOOTNOTES:

- A. PAID HOLIDAYS: New Year's Day; Washington's Birthday, Memorial Day; Independence Day; Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day  
 B. Employee receives 20% Premium Pay for Hazardous Waste Work.

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 ENGI0825C 07/01/2002

Rates                      Fringes

#### POWER EQUIPMENT OPERATORS

#### TANK ERECTION:

GROUP 1	35.36	17.15+A+B
GROUP 2	34.52	17.15+A+B
GROUP 3	36.50	17.15+A+B
GROUP 4	32.43	17.15+A+B
GROUP 5	27.22	17.15+A+B

#### FOOTNOTES:

- A. PAID HOLIDAYS: New Year's Day; Washington's Birthday

Memorial Day; Independence Day; Labor Day; Veteran's Day,  
Thanksgiving Day; and Christmas Day.

B. Employee receives 20% premium pay for hazardous waste work.

#### TANK ERECTION CLASSIFICATIONS

GROUP 1: Operating Engineers--on all Cranes, derricks, etc.  
with booms including jib 140 ft. or more above the ground.

GROUP 2: Operating Engineers--on all equipment, including  
cranes derricks, etc. with booms including jib, less than 140  
ft. above the ground.

GROUP 3: Helicopters--Pilot.

GROUP 4: Air compressors, welding machines and generators (gas,  
diesel, or electrical driven equipment and sources of power from  
a permanent plant, i.e., steam, compressed air, hydraulic or  
other power, for the operating of any machine or automatic tools  
used in the erection, alteration, repair and dismantling of  
tanks and any and all "DUAL PURPOSE" trucks used on the  
construction job site.

GROUP 5: Oiler.

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ENGI0825D 07/01/2002

Rates Fringes

POWER EQUIPMENT OPERATORS:  
[STEEL ERECTION]:

GROUP 1	34.64	17.15+A+B
GROUP 2	34.73	17.15+A+B
GROUP 3	32.34	17.15+A+B
GROUP 4	29.78	17.15+A+B
GROUP 5	28.25	17.15+A+B
GROUP 6	26.49	17.15+A+B
GROUP 7	37.00	17.15+A+B

#### FOOTNOTES:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday,  
Memorial Day, Independence Day, Labor Day, Veteran's Day,  
Thanksgiving Day, and Christmas Day.

B. Employees receive 20% premium pay for hazardous waste work.

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS [STEEL ERECTION]

GROUP 1: Cranes - (all cranes, land or floating with booms  
including job 140 ft. and over, above ground); derricks-(all  
derricks, land or floating with boom including jib 140 ft.  
and over, above ground).

GROUP 2: Cranes - (all cranes, land or floating with booms

including jib less than 140 ft. above ground); derricks (all derricks, land or floating with booms including jib, less than 140 ft. above ground).

GROUP 3: "A" frame; cherry pickers 10 tons and under; hoists; all types hoists shall also include steam, gas, diesel, electric, air hydraulic, single and double drum, concrete, brick shaft caisson, or any other similar type hoisting machines, portable or stationary, except Chicago boom type; jacks-screw air hydraulic power operated unit console type (not hand jack or pile load test type) side booms.

GROUP 4: Aerial platform used hoist; compressor, 2 or 3 in battery; elevators or house cars; conveyors and tugger hoists; fireman; forklift; generators, 2 or 3 maintenance-utility man; rod bending machine (power); welding machines--(gas or electric, 2 or 3 in battery, including diesels); captain power boats; tug master power boats.

GROUP 5: Compressor, single, welding machine, single, gas, electric converters of any type, diesel; welding system multiple (rectifier transformer type); generator, single.

GROUP 6: Oiler staddle carrier.

GROUP 7: Helicopter pilot.

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ENGI0825E 07/01/2002

Rates Fringes

POWER EQUIPMENT OPERATORS:

OILOSTATIC MAINLINES & TRANSPORTATION PIPELINES:

GROUP 1	33.50	17.15+A+B
GROUP 2	32.85	17.15+A+B
GROUP 3	29.71	17.15+A+B
GROUP 4	28.31	17.15+A+B
GROUP 5	26.49	17.15+A+B
GROUP 6	35.43	17.15+A+B

#### FOOTNOTES:

A. PAID HOLIDAYS: New Year's Day; Washington's Birthday, Memorial Day; Independence Day; Labor Day; Veteran's Day,

Thanksgiving Day; and Christmas Day

B. Employee receives 20% premium pay for hazardous waste work.

#### OILOSTATIC MAINLINES AND TRANSPORTATION PIPE LINES CLASSIFICATIONS

GROUP 1: Backhoe; cranes (all types); draglines; front-end loaders (5 yds. and over); gradalls; scooper (loader and shovel); koehring and trench machines.

GROUP 2: "A" frame; backhoe (combination hoe loader); boring and

drilling machines; ditching machine, small; ditchwitch or similar type; fork lifts; front end loaders (2 yds and over but less than 5 yds.); graders, finish (fine); hydraulic cranes, 10 tons and under (over 10 tons - crane rate applies); side booms; and winch trucks (hoisting).

GROUP 3: Backfiller; brooms and sweepers; bulldozers; compressors (2 or 3 in battery); front-end loaders (under 2 yds.); generators; giraffe grinders; graders and motor patrols; mechanic; pipe bending machine (power); tractors; water and sprinkler trucks, welder and repair mechanic.

GROUP 4: Compressor (single); dope pots (mechanical with or without pump); dust collectors; farm tractors; pumps (4 in. suction and over); pumps (2 or less than 4 in. suction); pumps; diesel engine and hydraulic (immaterial or power); welding machines; gas or electric converters of any type, single; welding machines, gas or electric converters of any type, 2 or 3 in battery multiple welders; wellpoint systems (including installation and maintenance).

GROUP 5: Oiler, grease, gas, fuel and supply trucks and tire repair and maintenance.

GROUP 6: Helicopter-pilot.

IRON0011B 07/01/2002

	Rates	Fringes
MONMOUTH AND OCEAN COUNTIES		

IRONWORKERS:

Structural & Ornamental	29.53	24.10
Reinforcing	27.63	24.10

IRON0068A 07/01/2002

	Rates	Fringes
BURLINGTON (Remainder), MERCER, MONMOUTH (South half), AND OCEAN (Middle third) COUNTIES		

IRONWORKERS:

Structual, Ornamental	27.91	22.35
Reinforcing (Concrete Rods)	25.91	22.35

\* IRON0350A 07/01/2002

	Rates	Fringes
ATLANTIC, CAPE MAY, CUMBERLAND (Area East of a line drawn from Delaware Bay through the town of Cedarsville and upwards to the point where the county lines of Gloucester, Cumberland, and Atlantic meet), AND OCEAN (Remainder) COUNTIES		

IRONWORKERS:

**BUILDING CONSTRUCTION:**

Structural & Precast	28.70	19.35
Reinforced Concrete	27.70	19.35
Fence and Guardrail Erector	24.85	19.35
Windows	27.70	19.35

**HIGHWAY CONSTRUCTION:**

Reinforced Concrete	25.40	19.35
Structural & Precast	27.75	19.35

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IRON0399A 07/01/2002

Rates                  Fringes

BURLINGTON (Southern portion up to but not including Lumberton  
and Chatsworth Twps.), CAMDEN, CUMBERLAND (Remainder),  
GLOUCESTER, AND SALEM COUNTIES

**IRONWORKERS:**

Structural, Ornamental, and Reinforcing	31.35	14.20
Hazardous work	34.35	14.20

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LABO0172A 03/01/2002

Rates                  Fringes

ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER,  
MERCER, OCEAN AND SALEM COUNTIES

**LABORERS:**

GROUP 1	24.55	11.20+A
GROUP 2	24.75	11.20+A
GROUP 3	25.05	11.20+A
GROUP 4	25.25	11.20+A
GROUP 5	25.50	11.20+A
GROUP 6	29.05	11.20+A
GROUP 7	27.55	11.20+A

**FOOTNOTE:**

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday,  
Memorial Day, Independence Day; Labor Day, Veteran's Day,  
Presidential Election Day, Thanksgiving Day, and Christmas  
Day, provided the employee works 3 days for the same  
Employer within a period of ten working days consisting of  
five working days before and five working days after the

day upon which the holiday falls or is observed.

**LABORERS CLASSIFICATIONS**

GROUP 1: Common laborers, landscape laborers, railroad track  
laborers, flagmen, salamander tenders, pitman, dumpman,  
waterproofing laborers, rakers and tampers on cold patch work,  
and wrapping and coating of all pipes.



GROUP 2: Powder carrier, magazine tender, and signalman.

GROUP 3: Sewer pipe, laser men, conduit and duct line layer, power tool operator, jack hammer, chipping hammer, pavement breaker, power buggy, concrete cutter, asphalt cutter, sheet hammer and tree cutter operators, sandblasting cutting, burning and such other power tools used to perform work usually done manually by laborers.

GROUP 4: Wagon drill operator, timberman and drill master.

GROUP 5: Finisher, manhole, catch basin or inlet builder, form setter, rammer, paver, gunite nozzleman and stonecutter.

GROUP 6: Blaster.

GROUP 7: Hazardous waste laborer.(Excludes asbestos work).

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LABO0172B 03/01/2002

	Rates	Fringes
LABORERS; FREE AIR TUNNEL:		
GROUP 1	27.25	12.95+A
GROUP 2	23.85	12.95+A
GROUP 3	23.70	12.95+A
GROUP 4	23.20	12.95+A

FOOTNOTE:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day; Independence Day, Labor Day, Presidential Election Day, provided the employee works 3 days for the same Employer within a period of ten working days consisting of five working days before and five working days after the day upon which the holiday falls or is observed.

LABORERS; FREE AIR TUNNEL CLASSIFICATIONS

GROUP 1: Blasterers.

GROUP 2: Skilled men (including miners, drill runners, iron men, maintenance men, conveyor men, safety miners, riggers, block layers, cement finishers, rod men, caulkers, powder carriers, all other skilled men).

GROUP 3: Semi-skilled men (including chuck tenders, track men, nippers, brakemen, derail men, cable men, hose men, grout men, gravel men, form men, bell or signal men (top or bottom), form workers and movers, concrete workers, shaft men, tunnel laborers, all other semi-skilled).

GROUP 4: All others (including powder watchmen, change house attendants, top laborers).

LABO0172C 03/01/2002

Rates Fringes

ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER,  
MERCER, MONMOUTH, OCEAN, SALEM, AND MIDDLESEX (Southern half)  
COUNTIES

LABORERS - ASPHALT CONSTRUCTION:

STREET:

Head Rakers	23.60	12.95+A
Rakers & Screed Men	23.45	12.95+A
Tampers, Smothers, Kettlemen, Painters, Shovelers and Roller Boys	23.20	12.95+A

PLANT:

Scale Mixers & Burner Men	21.90	11.70+A
Feeders and Dust Men	21.65	11.70+A

FOOTNOTE:

- A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day; Independence Day; Labor Day; Veteran's Day, Presidential Election Day, Thanksgiving Day, and Christmas Day provided The Employee works 3 days for same employer within a period of ten working days consisting of five working days before and five working days after the day upon which the holiday falls or is observed.

LABO0222A 05/01/2002

Rates Fringes

BURLINGTON (Twps. of Cinnaminson, Delance, Delran, East Hampton, Edgewater Park, Evesham, Hainesport, Lumberton, Medford, Moorestown, Mount Laurel, Pemberton, Shamong, South Hampton, Tabernacle, West Hampton, Willingsboro and Woodland); CAMDEN; CUMBERLAND; GLOUCESTER; AND SALEM COUNTIES

LABORERS (BUILDING CONSTRUCTION):

CLASS A	22.95	11.77
CLASS B	22.45	11.77
CLASS C	19.16	11.77

LABORERS CLASSIFICATIONS (BUILDING CONSTRUCTION)

CLASS A: Jack Hammer, Tamper, Motorized Tampers and Compactors, Street Cleaning Machines, Scaffold Builder, Hydro, Demolition Equipment, All types of Motorized Fork Lifts Riding Motor Buggy Operator, Bobcat Operator, Mortar Man, Burners, Nozzle Man on Gunite work.

CLASS B: All laborers not listed in Class A or C.

CLASS C: Laborers doing Janitorial-type light clean up work associated with the turnover of the project to the owner

All Flagman, and those manning temporary heat of all types.

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LABO0415A 05/01/2002

Rates Fringes

ATLANTIC; BURLINGTON (Twps. of Bass River and Washington); CAPE MAY; CUMBERLAND (Twps. of Commercial, Dawne, Fairfield, Lawrence, Maurice, and Millville); AND OCEAN (That portion up to and including Lacy Twp.) COUNTIES

LABORERS (BUILDING CONSTRUCTION):

CLASS A	22.95	11.77
CLASS B	22.45	11.77
CLASS C	19.16	11.77

LABORERS CLASSIFICATIONS (BUILDING CONSTRUCTION)

CLASS A: Jack Hammer, Tamper, Motorized Tampers and Compactors, Street Cleaning Machines, Scaffold Builder, Hydro Demolition Equipment, all types of Motorized Fork Lifts, Riding Motor Buggy Operator, Bobcat Operator, Mortar Man, Burners, Nozzle Man on Gunite work.

CLASS B: All laborers not listed in Class A or C.

CLASS C: Laborers doing Janitorial- type light clean up work associated with the turnover of the project to the owner  
All flagman, and those manning temporary heat of all types.

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LABO0472A 03/01/2002

Rates Fringes

MONMOUTH COUNTY

LABORERS (HEAVY AND HIGHWAY CONSTRUCTION):

GROUP 1	24.55	11.20+A
GROUP 2	24.75	11.20+A
GROUP 3	25.05	11.20+A
GROUP 4	25.25	11.20+A
GROUP 5	25.50	11.20+A
GROUP 6	29.05	11.20+A

GROUP 7a	27.55	11.20+A
Group 7b	25.55	11.20+A

LABORERS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Common laborers, landscape laborers, railroad track laborers, flagmen, salamander tenders, pitman, dumpman, waterproofing laborers, rakers and tampers on cold patch work, and wrapping and coating of all pipes, & Asphalt Laborers.

GROUP 2: Powder carrier, magazine tender, signalman, asphalt

raker, and asphalt screedman

GROUP 3: Sewer pipe, laser men, conduit and duct line layer, power tool operator, jack hammer, chipping hammer, pavement breaker, power buggy, concrete cutter, asphalt cutter, sheet hammer and tree cutter operators, sandblasting cutting, burning, power tool operator, and such other power tools used to perform work usually done manually by laborers.

GROUP 4: Wagon drill operator, timberman and drill master.

GROUP 5: Finisher, manhole, catch basin or inlet builder, form setter, rammer, paver, gunite nozzleman, and stone cutter

GROUP 6: Blaster.

Group 7a: Hazardous waste laborer required to wear level A,B, or C personal protection.

GROUP 7b: Certified laborer working a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A,B, or C personal protection.

#### FOOTNOTE:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Presidential Election Day, Thanksgiving Day, and Christmas Day provided the employee works 3 days for the same employer within a period of 10 working days consisting of 5 working days before and 5 working days after the day upon which the holiday falls or is observed

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LABO0595A 05/01/2002

Rates Fringes

BURLINGTON (Remainder), MERCER, MONMOUTH, and OCEAN (Remainder)  
COUNTIES:

#### LABORERS (BUILDING CONSTRUCTION):

CLASS A	22.95	11.77
CLASS B	22.45	11.77
CLASS C	19.16	11.77

#### LABORERS CLASSIFICATIONS (BUILDING CONSTRUCTION)

CLASS A: Jack Hammer; Tamper; Motorized Tampers and Compactors  
Street Cleaning Machines; Scaffold Builder; Hydro  
Demolition Equipment; All types of Motorized Fork Lifts;  
Riding Motor Buggy Operator; Bob Cat Operator; Mortar  
Man; Burners; Nozzle Man on gunite Work.

CLASS B: All Laborers not listed in Class A or C.

Class C Laborers doing Janitorial type light clean up associated with the turnover of the project or part of a project to the owner; All Flagman; and those manning temporary heat of all types.

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LABO1030A 04/01/2001

Rates Fringes

LABORERS: (The removal, abatement, enclosure and decontamination of personal protective equipment, chemical protective clothing and machinery relating to asbestos and/or toxic and hazardous waste of materials which shall include but not necessarily be limited to: the erection, moving, servicing and dismantling to all enclosures, scaffolding, barricades, and the operation of all tools and equipment normally used in the removal or abatement of asbestos and toxic and hazardous waste or materials, the labeling, bagging, cartoning, crating, or other packaging of materials for disposal; and the clean up of the work site and all other work incidental to the removal, abatement, encapsulation, enclosure, and decontamination of asbestos or toxic and hazardous waste materials; and in addition, all work tasks involved in the maintenance and operation of energy resource recover plants (co-generation plants).)

LABORERS 21.85 10.12

PAIN0252H 05/01/2001

Rates Fringes

ATLANTIC, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER, SALEM, and parts of BURLINGTON and OCEAN (everything south of these cities in Burlington and Ocean Counties-Florence to Bustleton to Columbus to Jobstown to Pemberton to Onga Hat to Chatsworth to Whiting to Pinewald to Ocean Gate to Seaside Heights) COUNTIES:

GLAZIERS 26.55 12.15

PAIN0711A 05/01/2000

Rates Fringes

ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER, MONMOUTH, OCEAN, & SALEM COUNTIES:

PAINTING, PAPERHANGING & ALLIED WORK 28.75 2.54+27%

SPRAYING, SANDBLASTING, DIPPING,  
POWER TOOLS (Over 115 volts) &  
PAPERHANGING PASTING APPARATUS  
WORK ON TANKS, BRIDGES, TOWERS,  
STACKS, & OPEN STRUCTURAL STEEL,  
WORK FROM CABLES & SWINGING SCAFFOLDS,  
EXTERIOR WORK ABOVE THREE STORIES

31.25      2.54+27%

# REPAINT WORK & PREPARATION THEREFORE

(including jobs where no major alterations

are taking place but excluding bridges,

stacks, elevated tanks & generating

stations)      22.00      2.54+27%

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PAIN0711H 05/01/2000

Rates

Fringes

MERCER COUNTY

## PAINTERS:

New Construction and

Major Alterations

28.75

27%+2.55

Repaint Work

22.00

27%+2.55

Spraying or application of

Hazardous or Dangerous

Materials on Repaint Work

24.00

27%+2.55

Bridges, TV & Radio Towers,

Structural Steel & Tanks above 3

stories in height (30' or over),

Smoke Stacks, Water Towers, Sand-

Blasting, Steam Cleaning, Spraying,

or application of Hazardous

Materials

31.25

27%+2.55

Paperhanging

25.60

27%+2.55

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PAIN0711J 08/01/1999

Rates

Fringes

DRYWALL FINISHERS & TAPERS

28.25

11.23

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PAIN0711K 05/01/2000

Rates

Fringes

MERCER, MONMOUTH and parts of BURLINGTON AND OCEAN (everything

north of these cities in BURLINGTON and OCEAN COUNTIES Florence

to Bustleton to Columbus to Jobstown to Pemberton to Onge

Hat to Chatsworth to Whiting to Pinewald to Ocean Gate to

Seaside Heights) COUNTIES:

GLAZIERS:

28.75

10.30

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PLAS0008I 05/01/2001

Rates

Fringes

CAMDEN, GLOUCESTER and SALEM COUNTIES:

PLASTERERS	25.35	13.40
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PLAS0008L 11/01/2001

Rates	Fringes
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ATLANTIC,BURLINGTON,CAPE MAY,CUMBERLAND,MERCER,MONMOUTH &  
OCEAN COUNTIES:

PLASTERERS	28.50	13.40
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PLAS0699A 05/01/2002

Rates	Fringes
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CAMDEN, GLOUCESTER, AND SALEM COUNTIES

CEMENT MASONS	27.30	12.55
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PLUM0009I 03/01/2002

Rates	Fringes
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AIR CONDITIONING &amp; REFRIGERATION

MECHANICS	25.16	9.24
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**SCOPE OF WORK:**

Installation of air conditioning and refrigeration equipment whose combined tonnage does not exceed 15 tons. Installation of water cooled air conditioning that does not exceed 10 tons (includes piping of compenent system and erection of water tower). Installation of air cooled air conditioning that does not exceed 15 tons. Installation of air conditioning equipment of the "Package-Unitary" rooftop type, the combined tonnage of which does not exceed 35 tons. Packaged Unitary Air Conditioning and Refreigeration Institute (ARI) as follows: "A unitary air conditioner consists of one or more cooling coil, and air moving device, a cpmpressor and condenser combination, and may include a heating function as well". Any and all related piping to the above installation will be done under the appropriate trade jurisdiction.

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PLUM0009J 07/01/2001

Rates	Fringes
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BURLINGTON (from the town of Burlington City, to everything north along County Road Route 541 East also known as High Street, until it reaches the city of Mount Holly which is also Local 9 territory, Madison Avenue in Mount Holly to State Road Route 38

East, again everything north along State Road Route 38 East until its cross over, State Road Route 206 and becomes County Road Route 530, continuing on including Pemberton Boro to south on Magnolia Road in Pemberton Township to Magnolia New Lisbon Road (Route 545), to south on Mount Holly Misery Road to State Road Route 70 East to the Ocean County Line), MERCER,MONMOUTH, AND OCEAN COUNTIES:

PLUMBERS & PIPEFITTERS	33.13	15.25
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PLUM0322A 05/01/2001

Rates	Fringes
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ATLANTIC; BURLINGTON (Remainder) CAMDEN; CAPE MAY; CUMBERLAND;  
GLOUCESTER; AND SALEM COUNTIES

PLUMBERS/PIPEFITTERS	29.11	15.70
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ROOF0004A 06/01/1996

Rates	Fringes
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MONMOUTH COUNTY (Remainder), AND OCEAN (Remainder) COUNTIES

ROOFERS	24.22	11.75
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ROOF0030D 05/01/2002

Rates	Fringes
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ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER,  
MERCER AND SALEM COUNTIES; and the following portions of MONMOUTH  
AND OCEAN COUNTIES: West of a line starting from the point on  
Route 70 where Burlington and Ocean Counties meet, Easterly along  
Route 70 to Route 571, along Route 571 to Cassville, Easterly on  
Route 528 to Van Hiseville, Northerly on Route 527 to Manalapan,  
Westerly on Route 33 to the Monmouth County Line

ROOFERS:

Shingle, slate and tile	19.25	6.17
All other work	26.00	13.05+A

FOOTNOTE:

A. PAID HOLIDAY: Election Day.

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SFNJ0669B 01/01/2003

Rates	Fringes
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ATLANTIC, BURLINGTON, CAPE MAY, CUMBERLAND, MERCER (Remainder),  
MONMOUTH, OCEAN, AND SALEM (Remainder) COUNTIES

SPRINKLER FITTERS	33.00	6.10
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**NJ020002 - 1**

SFNJ0692C 05/01/2002

Rates	Fringes
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CAMDEN, GLOUCESTER, MERCER (Town of Trenton), AND SALEM (Penns  
Grove, excluding Penns Grove Airport) COUNTIES

SPRINKLER FITTERS	35.02	11.80
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SHEE0019M 05/01/2002

	Rates	Fringes
CAMDEN, GLOUCESTER, & SALEM COUNTIES:		

SHEET METAL WORKER	30.68	17.90+H
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H-Election Day is a paid holiday.

SHEE0027B 06/01/2000

	Rates	Fringes
ATLANTIC, BURLINGTON, CAPE MAY, CUMBERLAND, MERCER, MONMOUTH AND OCEAN COUNTIES		

SHEET METAL WORKERS	31.00	15.38
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SUNJ1002A 12/07/1993

	Rates	Fringes
MERCER COUNTY		

CEMENT MASONS (BUILDING CONSTRUCTION ONLY)	19.60	8.83
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TEAM0331A 01/01/2003

	Rates	Fringes
ATLANTIC AND CAPE MAY COUNTIES		

TRUCK DRIVERS:

GROUP 1	22.00	13.08+A+B
GROUP 2	22.15	13.08+A+B
GROUP 3	22.35	13.08+A+B
GROUP 4	22.50	13.08+A+B

FOOTNOTE:

- A. PAID HOLIDAYS: New Year's Day; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Veteran's Day; Presidential Election Day; Thanksgiving Day; & Christmas Day; provided the employee works 3 days in the week in which the holiday falls.
- B. BREAVEMENT LEAVE: Any employee having a death in their immediate family, which shall be parents, spouse, children blood brothers or sisters, mother-in-law, and father-in-law shall be given three (3) days time off with pay at the time of death upon furnishing proof of said death. The provision shall also apply to grandparents, when living with the employee.

## TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Striaight Truck Driver, Dump Truck Driver, Water Truck Driver, Transit Mix Driver, Pickup Truck Driver, Tank Truck Driver

Track Truck Driver, Agitator Truck Driver, Concrete Mobile Unit Driver, Tringer Bead Truck Driver, Ross Carrier Driver, Warehouse Forklift Driver, A Frame Truck Driver, Gin Pole Truck Driver, Form Truck Driver, Driver for Truck having Self Loading/Unloading Attachment, & Vacuum Truck/Trailer.

GROUP 2: Trucks Towing Driver

GROUP 3: Trailer Truck Driver, Winch Truck Driver, Off Road Dump Truck Driver, Fuel Truck Driver, Tractor Trailer (any trailer driver), Asphalt Oil Distributor Driver, & Off Road Water Truck Driver.

GROUP 4: Mechanics.

TEAM0469D 05/01/2000

Rates Fringes

BURLINGTON (Remainder), MERCER, MONMOUTH, AND OCEAN COUNTIES

#### TRUCK DRIVERS:

GROUP 1	26.35	11.835+A
GROUP 2	26.40	11.835+A
GROUP 3	26.50	11.835+A
GROUP 4	26.60	11.835+A

#### FOOTNOTE:

- A. Employees working or receiving pay for 80 days within a year receive one week's paid vacation (48 hours); 125 days receive two weeks' vacation (96 hours); 145 days receive 15 days (120 hours); 15 years seniority and 145 days receive 4 weeks vacation (160 hours).

PAID HOLIDAYS: New Year's Day; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; General Election Day; Thanksgiving Day; and Christmas Day provided the employee has been assigned to work or "shapes" one day of the calendar week during which the holiday falls. Employee receives \$3.00 per hour premium pay for hazardous waste work.

#### TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Drivers on the following type vehicles: straight dumps, flats, floats, pick-ups, container haulers, fuel, water sprinkler, road oil, stringer, bead, hot pass, bus dumpcrete, transit mixers, agitator mixer, half truck, winch truck, side-0-matic, dynamite, power, x-ray, welding, skid, jeep, station wagon, stringer, A-frame, all dual purpose trucks, truck with mechanical tailgate, asphalt distributor, batch trucks, seeding, mulching, fertilizer, air compressor trucks (in transit), parts chaser, escort, scissor, Hi-lift, telescope, concrete breaker, gin pole, stone, sand, asphalt distributor and spreader, nipper,

fuel trucks (drivers on fuel trucks, including handling of unit), skid truck (debris container - entire unit), concrete mobile trucks (entire unit), expediter (parts chaser), beltcrete trucks, pumpcrete trucks, line truck, reel truck, wreckers, utility trucks, tank trucks, warehousemen, warehouse partsmen, yardmen,

lift truck in warehouse, warehouse clerk, parts man, material checkers, receivers shippers, binning men (materials cardex man); drivers on the following type vehicle: broyhill coal tar epoxy trucks, little-ford bituminous distributor, slurry seal truck or vehicle, thiokol trackmaster pick-up (swamp cat pickup, bucket loader dump truck and any rubber-tired tractor used in pulling and towing farm wagons and trailers of any description, similar type vehicles); off-site and on-site repair shop, team drivers, vacuum or vac-all trucks (entire unit)

GROUP 2: Drivers on straight 3-axle materials; truck and floats

GROUP 3: Drivers on all euclid-type vehicles; euclids, international harvesters, wabcos, caterpillar, koehring, tractors, and wagons, dumptors, straight, bottom, rear and side dumps, carryalls and scrapers (not self-loading - loading over the top), water sprinkler, trailers, water pulls and similar types of vehicles; drivers on tractors and trailer type vehicles; flat, floats, I-beam, low beds, water sprinkler, bituminous transit mix, road oil, fuel bottom dump hopper, rear dump, office shanty, epoxy, asphalt, agitator mixer, mulching, stringer, seeding, fertilizing pole spread, bituminous distributor, water pulls (entire unit) (tractor trailer), reel trailer and similar types of vehicles

GROUP 4: Winch Trailer Drivers

TEAM0676A 05/01/2002

Rates Fringes

BURLINGTON (Area West of the NJ Turnpike to the Delaware River),  
CAMDEN, CUMBERLAND, GLOUCESTER AND SALEM COUNTIES

#### TRUCK DRIVERS:

GROUP 1	22.50	10.7375+A+B
GROUP 2	22.55	10.7375+A+B
GROUP 3	22.70	10.7375+A+B
GROUP 4	22.90	10.7375+A+B
GROUP 5	23.05	10.7375+A+B
GROUP 6	*	10.7375+A+B

#### FOOTNOTES:

- A. Employee who has worked or received pay for 90 days within a year prior to his anniversary date shall receive 56 hours straight time vacation pay; for 3 years but less than 8 years of service he will receive 100 hours of straight time vacation pay; 15 years or more he will receive 165 hours of straight time vacation pay.
- B. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day,

Presidential Election Day, Thanksgiving Day, Christmas Day, and two personal holidays, Good Friday, and Christmas Eve afternoon (provided employee works that morning) on the condition that the employee works or is

available for work on at least two days in the week in which the holiday occurs.

#### TRUCK DRIVERS CLASSIFICATIONS

##### GROUP 1: Warehouseman

GROUP 2: Dump truck, water truck, transit mix, pickup, tank, track, agitator, concrete mobile unit, dytiner bead, tack rig, ross carrier, warehouse forklift, A-frame, gin pole form truck, truck having self-loading/unloading attachment, straight

##### GROUP 3: Truckstowing

GROUP 4: Trailer winch off road dump, fuel, tractor trailer, asphalt oil distributor, off road water truck

##### GROUP 5: Mechanics

\*GROUP 6: Truck drivers, on hazardous waste removal work on a state or federally designated hazardous waste site where the truck driver is in direct contact with hazardous materials and when personal protective equipment is required for respiratory, skin and eye protection the teamster shall receive \$2.25 per hour in addition to the regular rate of pay including overtime pay.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate)

ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION

(End of Summary of Changes)